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RETURN DATE: JANUARY 10, 2017

SUPERIOR COURT

BEVERLY WRIGHT

J.D. OF STAMFORD/NORWALK

V.

AT STAMFORD

GLAZER GROUP, LLC AND
GLAZER CONSTRUCTION AND
DEVELOPMENT, LLC

DECEMBER 22, 2016

COMPLAINT

1. The Plaintiff, BEVERLY WRIGHT (hereinafter the "Plaintiff"), is the owner of all right, title and interest in the real property known as 1C River Road, Norwalk, Connecticut (hereinafter the "Property") and resides therein.
2. The Defendant, GLAZER GROUP, LLC (hereinafter "GLAZER GROUP"), is a Connecticut limited liability corporation with a business address of 192 Perry Avenue, Norwalk, Connecticut.
3. The Defendant, GLAZER CONSTRUCTION AND DEVELOPMENT, LLC (hereinafter "GLAZER CONSTRUCTION"), is a Connecticut limited liability corporation with a business address of 189 Rowayton Avenue, Rowayton, Connecticut.
4. GLAZER GROUP sold the Property to the Plaintiff.
5. GLAZER CONSTRUCTION is a licensed New Home Construction Contractor and served as general contractor in connection with the construction of the house on the Property.

6. On or about September 15, 2015, the Plaintiff and GLAZER GROUP entered into a Residential Real Estate Sales Agreement which Agreement was subsequently amended in writing by Amendment dated November 23, 2015 (hereinafter jointly referred to as the "Agreement") whereby the Plaintiff agreed to purchase the Property from GLAZER GROUP.
7. In connection with the purchase of the Property, GLAZER CONSTRUCTION delivered a Limited Warranty and Disclaimer (hereinafter the "Warranty") to the Plaintiff.
8. The Warranty period began on the closing date and, pursuant to the contract and Connecticut General Statutes, runs for one year from said date.
9. The closing occurred on February 18, 2016.
10. Pursuant to the Warranty, GLAZER CONSTRUCTION warranted that the "Home and common elements will be:
 - (a) Free from faulty or defective materials;
 - (b) Constructed in accordance with applicable law;
 - (b) Constructed according to sound engineering and construction standards;
 - (c) Constructed in a workmanlike manner; and
 - (d) fit for habitation."
11. During the construction of the Property the Defendants and/or their agents installed an underground drywell that serviced the Property. Subsequent to the sale of the Property to the Plaintiff, the Defendants and/or their agents removed and re-placed the underground drywell.

12. The installation of the replacement drywell by the Defendants and/or their agents was performed without the necessary permit and the drywell was placed too close to the Property's septic field in violation of applicable State and local codes and regulations.
13. As a result of the improper installation, the underground drywell must be moved to a location that complies with applicable State and local codes and regulations.
14. In addition, subsequent to the closing, the Plaintiff discovered the following issues with the siding installed by the Defendants and/or their agents on the Property:
 - a. The siding terminates too closely to the ground to comply with applicable State and local building codes and the manufacturer's specifications;
 - b. In several locations, the siding is warped and gaping between boards causing water to run under the siding;
 - c. The siding is not properly sealed;
 - d. The absence of sleeves or absence of sleeves of sufficient height on the downspouts where they enter the underground pipes is inconsistent with sound construction practices; and
 - e. The gutters and accompanying downspouts in certain locations are too small for the requirements of the roof of the Property causing

rain water to overflow and pool at the foundation, causing the siding to become damaged.

15. Furthermore, subsequent to the closing the Plaintiff discovered the Defendants and/or their agents failed to properly grade the yard after the construction of the house such that the grading in several areas does not angle away from the house as required by applicable State and local building codes.
16. The Plaintiff communicated the aforementioned issues to the Defendants but the Defendants have failed to correct them or have offered to perform unacceptable fixes that do not adequately address the issues with the Property.

FIRST COUNT (BREACH OF CONTRACT- GLAZER GROUP)

- 1-16. Paragraphs 1 through 16, inclusive, of the Complaint are hereby incorporated into this, the First Count, as paragraphs 1 through 16.
17. Pursuant to the paragraph 4 of the Agreement, GLAZER GROUP was to deliver the Property to the Plaintiff substantially complete "in a good and workmanlike manner and in accordance with the State and Town building codes and all applicable governmental rules and regulations."
18. Pursuant to paragraph 14 of the Agreement, GLAZER GROUP was to complete or repair all minor items of construction (the "Punch List") prior to closing or provide the Plaintiff with a written undertaking "representing that said Punch List items will be repaired or

completed within a reasonable time after closing, not to exceed thirty (30) days, weather permitting."

19. GLAZER GROUP breached the Agreement by (1) improperly installing the drywell too close to the Property's septic field and without the necessary building permit; (2) improperly installing the siding causing it to become damaged; (3) failing to properly grade the yard after construction of the house so that it does not comply with applicable State and local building codes; (4) failing to complete or repair all outstanding Punch List items; (5) failing to add or extend sleeves to downspouts in accordance with sound construction practices and; (6) failing to supply adequately sized gutters and downspouts in certain location causing damage to the siding.
20. Pursuant to paragraph 7 of the Warranty, "[i]f a defect occurs in an item covered by this Limited Warranty, then Glazer Construction & Development LLC will repair or replace with an item of equal or greater value the defective item(s) within a reasonable time after Glazer Construction & Development LLC's inspection or testing discloses the problem except in the event of an emergency."
21. Pursuant to paragraph 34 of the Agreement, GLAZER GROUP "hereby agrees that it will cause to be performed any work reasonably necessary to fulfill any repair or replacement obligations of Glazer Construction & Development, LLC under its foregoing Warranty should Glazer Construction & Development, LLC fail to do so..."

22. GLAZER GROUP has failed to repair or replace the aforementioned defects in accordance with the Agreement and Warranty.
23. As a result of GLAZER GROUP'S breach, the Plaintiff has or will incur damages to correct same. Furthermore, failure to correct the breaches may lead to further damage to the Property.

SECOND COUNT (BREACH OF WARRANTY- GLAZER CONSTRUCTION)

- 1-16. Paragraphs 1 through 16, inclusive, of the Complaint are hereby incorporated into this, the Second Count, as paragraphs 1 through 16.
17. Pursuant to paragraph 7 of the Warranty, "[i]f a defect occurs in an item covered by this Limited Warranty, then Glazer Construction & Development LLC will repair or replace with an item of equal or greater value the defective item(s) within a reasonable time after Glazer Construction & Development LLC's inspection or testing discloses the problem except in the event of an emergency."
18. GLAZER CONSTRUCTION breached the Warranty by failing to repair or replace (1) the drywell that was improperly installed too close to the Property's septic field without the necessary building permit; (2) the siding that was improperly installed causing it to become damaged; (3) the grade in the yard that does not comply with applicable State and local building codes ; (4) failing to add or extend sleeves to downspouts in

accordance with sound construction practices and; (5) failing to supply adequately sized gutters and downspouts in certain location causing damage to the siding..

19. GLAZER CONSTRUCTION has failed to repair or replace the aforementioned defects in accordance with the Warranty.
20. As a result of GLAZER CONSTRUCTION'S breach, the Plaintiff has or will incur damages to correct same. Furthermore, failure to correct the breaches may lead to further damage to the Property.

THIRD COUNT (BREACH OF WARRANTY PURSUANT TO C.G.S. § 47-275- GLAZER GROUP)

- 1.-16. Paragraphs 1 through 16, inclusive, of the Complaint are hereby incorporated into this, the Second Count, as paragraphs 1 through 16.
17. The Property is part of a common interest community as defined by C.G.S. § 47-202.
18. Pursuant to C.G.S. § 47-275(b) GLAZER GROUP impliedly warranted to the Plaintiff that the Property would be "(1) free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner."
19. GLAZER GROUP breached the Implied Warranty by (1) improperly installing the drywell too close to the Property's septic field and without the necessary building permit; (2) improperly installing the siding causing it to become damaged; (3) failing to properly grade the yard after construction of the house so that it does not comply with

applicable State and local building codes ; (4) failing to add or extend sleeves to downspouts in accordance with sound construction practices and; (5) failing to supply adequately sized gutters and downspouts in certain location causing damage to the siding..

20. As a result of GLAZER GROUP'S breach, the Plaintiff has or will incur damages to correct same. Furthermore, failure to correct the breaches may lead to further damage to the Property.

FOURTH COUNT (NEGLIGENCE- GLAZER GROUP)

- 1.-4. Paragraphs 1 through 4, inclusive, of the Complaint are hereby incorporated into this, the Fourth Count, as paragraphs 1 through 4.
5. Subsequent to the sale of the Property to the Plaintiff, GLAZER GROUP and/or its agents removed and re-placed the existing underground drywell.
6. GLAZER GROUP and/or its agents negligently installed the underground drywell too close to the Property's septic field.
7. As a result of GLAZER GROUP'S failure to properly install the underground drywell, the drywell does not comply with applicable State and local building codes.
8. During the construction of the Property GLAZER GROUP and/or its agents negligently installed siding as follows:

- a. The siding terminates too closely to the ground to comply with building code and manufacturer's specifications;
 - b. In certain locations, the siding is warped and gaping between boards causing water to run under the siding;
 - c. The siding is not properly sealed;
 - d. Sleeves or sleeves of sufficient height were not installed on the down spouts where they enter the underground pipes; and
 - e. In certain locations, the gutters and downspouts installed are too small for the roof of the Property.
9. As a result of GLAZER GROUP'S failure to properly install the siding, the siding has become damaged.
10. During construction of the Property GLAZER GROUP and/or its agents negligently graded the yard surrounding the house so that the grading does not angle away from the house.
11. As a result of GLAZER GROUP'S failure to properly grade the yard surrounding the house, the grading does not comply with applicable State and local building codes.
12. As a result of GLAZER GROUP'S negligence, the Plaintiff has or will incur damages to correct same. Furthermore, failure to correct the aforesaid issues may lead to further damage to the Property.

FIFTH COUNT (NEGLIGENCE- GLAZER CONSTRUCTION)

- 1.-5. Paragraphs 1 through 5, inclusive, of the Complaint are hereby incorporated into this, the Fifth Count, as paragraphs 1 through 5.
6. Subsequent to the sale of the Property to the Plaintiff, GLAZER CONSTRUCTION and/or its agents removed and re-placed the existing underground drywell.
7. GLAZER CONSTRUCTION and/or its agents negligently installed the drywell too close to the Property's septic field.
8. As a result of GLAZER CONSTRUCTION'S failure to properly install the drywell, the drywell does not comply with applicable State and local building codes.
9. During the construction of the Property GLAZER CONSTRUCTION and/or its agents negligently installed siding as follows:
 - a. The siding terminates too closely to the ground to comply with building code and manufacturer's specifications;
 - b. In certain locations, the siding is warped and gaping between boards causing water to run under the siding;
 - c. The siding is not properly sealed;
 - d. Sleeves or sleeves of sufficient height were not installed on the down spouts where they enter the underground pipes; and
 - e. In certain locations, the gutters and downspouts installed are too small for the roof of the Property.

10. As a result of GLAZER CONSTRUCTION'S failure to properly install the siding, the siding has become damaged.
11. During construction of the Property GLAZER CONSTRUCTION and/or its agents negligently graded the yard surrounding the house so that the grading does not angle away from the house.
12. As a result of GLAZER CONSTRUCTION'S failure to properly grade the yard surrounding the house, the grading does not comply with applicable State and local building codes.
13. As a result of GLAZER CONSTRUCTION'S negligence, the Plaintiff has or will incur damages to correct same. Furthermore, failure to correct the aforesaid issues may lead to further damage to the Property.

SIXTH COUNT (FRAUD- GLAZER GROUP)

- 1.-16. Paragraphs 1 through 16, inclusive, of the Complaint are hereby incorporated into this, the Sixth Count, as paragraphs 1 through 16.
17. GLAZER GROUP represented to the Plaintiff that as a reputable property developer it would fulfill commitments to repair or replace any defects discovered with the Property during the first year of ownership.
18. GLAZER GROUP further represented to the Plaintiff that the Property and the house on the Property would be constructed and was constructed in compliance with applicable State and local building codes.

19. The actions and the false representations of GLAZER GROUP, as set forth herein, were made as statements of fact for the sole purpose of inducing the Plaintiff to enter into the Agreement and purchase the Property from GLAZER GROUP.
20. The Plaintiff relied and acted on the aforesaid false representations in agreeing to enter into the Agreement and purchase the Property from GLAZER GROUP.
21. GLAZER GROUP intended to induce and did induce the Plaintiff to enter into the aforesaid Agreement although GLAZER GROUP knew or should have known that it misrepresented the terms of the Agreement, including but not limited to the representation that the Property and the house built on the Property would be and was in compliance with applicable State and local building codes.
22. As a result of GLAZER GROUP'S knowing, intentional and fraudulent conduct and false representations, the Plaintiff has or will incur damages to correct same. Furthermore, failure to correct the aforesaid issues may lead to further damage to the Property.

SEVENTH COUNT (BREACH OF WARRANTY PURSUANT TO C.G.S. § 47-118- GLAZER

CONSTRUCTION)

- 1.-16. Paragraphs 1 through 16, inclusive, of the Complaint are hereby incorporated into this, the Second Count, as paragraphs 1 through 16.
17. Pursuant to C.G.S. § 47-118(a) GLAZER CONSTRUCTION impliedly warranted to the Plaintiff that the Property would be: "(1) free from faulty materials; (2) constructed according to sound engineering standards; (3) constructed in a workmanlike manner;

and (4) fit for habitation, at the time of the delivery of the deed to a completed improvement, or at the time of completion of an improvement not completed when the deed is delivered.”

18. GLAZER CONSTRUCTION breached the Implied Warranty by (1) improperly installing the underground drywell too close to the Property’s septic field and without the necessary building permit; (2) improperly installing the siding causing it to become damaged; and (3) failing to properly grade the yard after construction of the house so that it does not comply with applicable State and local building codes.
19. As a result of GLAZER CONSTRUCTION’S breach, the Plaintiff has or will incur damages to correct same. Furthermore, failure to correct the breaches may lead to further damage to the Property.

EIGHTH COUNT (CUTPA- GLAZER GROUP)

- 1.-16. Paragraphs 1 through 16, inclusive, of the Complaint are hereby incorporated into this, the Fifth Count, as paragraphs 1 through 16.
- 17-23. Paragraphs 17 through 23 of the First Count is hereby incorporated into this, the Eighth Count, as paragraphs 17 through 23.
- 24-27. Paragraphs 17 through 20 of the Third Count is hereby incorporated into this, the Eighth Count, as paragraphs 24 through 27.
- 28-33. Paragraphs 17 through 22 of the Sixth Count is hereby incorporated into this, the Eighth Count, as paragraphs 28 through 33.

34. The actions of GLAZER GROUP constitute violations of the Connecticut Unfair Trade Practices Act, C.G.S. § 42-110a et seq., in that said actions were immoral, oppressive and unscrupulous and caused substantial injury to the Plaintiff.
35. The acts of GLAZER GROUP, as described supra, offend public policy and caused substantial injury to the Plaintiff as a consumer.
36. As a result of the actions of GLAZER GROUP, as described supra, the Plaintiff has suffered an ascertainable loss.
37. In accordance with C.G.S. § 42-110c, a copy of the Complaint has been mailed to the Attorney General for the State of Connecticut.

NINTH COUNT (CUTPA- GLAZER CONSTRUCTION)

- 1.-16. Paragraphs 1 through 16, inclusive, of the Complaint are hereby incorporated into this, the Ninth Count, as paragraphs 1 through 16.
- 17-20. Paragraphs 17 through 20 of the Second Count is hereby incorporated into this, the Ninth Count, as paragraphs 17 through 20.
- 21-23. Paragraphs 17 through 19 of the Seventh Count is hereby incorporated into this, the Ninth Count, as paragraphs 21 through 23.
24. The actions of GLAZER CONSTRUCTION constitute violations of the Connecticut Unfair Trade Practices Act, C.G.S. § 42-110a et seq., in that said actions were immoral, oppressive and unscrupulous and caused substantial injury to the Plaintiff.

25. The acts of GLAZER CONSTRUCTION, as described supra, offend public policy and caused substantial injury to the Plaintiff as a consumer.
26. As a result of the actions of GLAZER CONSTRUCTION, as described supra, the Plaintiff has suffered an ascertainable loss.
27. In accordance with C.G.S. § 42-110c, a copy of the Complaint has been mailed to the Attorney General for the State of Connecticut.

WHEREFORE, the Defendant claims:

1. Monetary damages;
2. Statutory pre-judgment interest pursuant to C.G.S. §37-3a;
3. Statutory post-judgment interest pursuant to C.G.S. §52-356d(e) and C.G.S. §37-3a;
4. Punitive and reasonable attorney's fees damages pursuant to C.G.S. § 42-110g(a)
5. Reasonable attorney's fees pursuant to paragraph 28 of the Agreement
6. Costs;
7. Such other legal and equitable relief as the court may deem appropriate;
8. The amount in demand is greater than FIFTEEN THOUSAND AND 00/100
(\$15,000.00) DOLLARS.

THE PLAINTIFF

By: 

MARK A. SANK
SARA M. GOULD
HER ATTORNEY

Please enter my appearance:
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